



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 6, 2012

CBCA 2619-TRAV

In the Matter of PAUL S. HACKETT

Paul S. Hackett, Lima, Peru, Claimant.

James E. Hicks, Office of Chief Counsel, Drug Enforcement Agency, Department of Justice, Washington, DC, appearing for Department of Justice.

McCANN, Board Judge.

Claimant, Paul S. Hackett, has requested the Board's review of the determination by his agency, the Drug Enforcement Administration (DEA), not to pay a portion of the incurred tour renewal travel costs for himself and his immediate family. The Board denies the claim, because claimant has not demonstrated that the agency has paid less than the authorized expenses associated with travel from the post of duty to the actual place of residence and return on a usually traveled route.

Background

Claimant, an employee with the DEA, is stationed in Lima, Peru. He elected to renew his tour, such that after serving twenty-four months he became eligible for reimbursed tour renewal travel for himself and his immediate family (spouse and two children). His home of record is Bellingham, Washington. In a March 7, 2011, memorandum to a supervisor and acting regional director, claimant indicates that he had determined that unrestricted airline tickets for travel from Lima to Bellingham, for himself and his immediate family, would cost \$13,157.04. Further, he notes alternate travel plans and specifies that any expenses over the allowable amount is his responsibility. On June 8, 2011, the agency authorized travel expenses of \$13,045 for round-trip travel between Lima and Bellingham. The authorization is for travel at government expense in accordance with the Federal Travel Regulation (FTR) and an agency manual. Ultimately, claimant elected Denali National Park, Alaska, as an alternate destination; that is, a destination other than his home of record. Claimant acknowledges that he could have traveled directly to and from Alaska for less than he

expended, but that would not have been the most economical way to visit the other places he desired.

Initially, claimant and his family traveled to his home of record. After a brief stay they departed on round-about travels reaching Denali National Park, multiple other locations, and back to Lima, Peru. Claimant sought \$14,257.31 in travel expenses (including airfare, other modes of transportation, and per diem for himself). The agency paid \$8212.22 and disallowed \$6045.09. The agency states that it approved expenses of \$7856.80 for airfare, \$104.25 for claimant's per diem, and \$251.17 for rental car and fuel costs. The agency deems the airfare amount to represent the constructive cost of round-trip airfare between Lima and Bellingham. Claimant here seeks to be reimbursed an additional \$4692.03.

The record contains the agency's dollar figure for the constructive costs for round-trip travel between Lima and Bellingham using a usually traveled route. Apparently, the agency developed this cost only using the actual flight costs incurred by claimant. This computation is dubious without a supporting rationale or explanation. In any event, the record does not support the recovery of additional costs proposed by claimant.

Discussion

Travel to an alternate destination does not preclude an employee from visiting the actual residence during renewal agreement travel. 41 CFR 302-3.221 (2011) (FTR 302-3.221). However, when traveling to an alternate destination, the agency will reimburse a claimant for no more than the amount of authorized expenses associated with constructive travel from a post of duty to the actual place of residence and return on a usually traveled route. FTR 302-3.220. These provisions are in keeping with other regulations dealing with government travelers generally. FTR 301-10.4, -10.7. For government travelers, reimbursement is limited to the costs of travel by a direct route or on an uninterrupted basis, with the employee responsible for any additional costs. FTR 301-10.8.

Here, the agency maintains that it has fully compensated claimant for his renewal agreement travel, as it states that it has paid the constructive costs associated with round-trip travel between Lima and Bellingham. Claimant has incurred costs in excess of the amounts paid by the agency. Claimant has taken both indirect and not usually traveled routes to and from his alternate destination, as well as after departing his home in Bellingham. Claimant has not established that the cost of round-trip travel on a usually traveled route between Lima and Bellingham was more than the amount already compensated. Because a claimant bears the burden of proof in these travel cases, and claimant has not demonstrated entitlement to additional relief under the regulations, the claim must fail.

Claimant appears to misunderstand the import of the \$13,045 figure in his travel authorization. The amount of money the agency budgets for the travel does not signify approval of any or all travel costs incurred up to that amount. Authorized expenses are only those incurred in accordance with the regulations and applicable guidelines. For example, had claimant (and his immediate family) traveled round-trip only to Bellingham for \$8000, he would not be entitled to the full amount in the authorization. Similarly, had he traveled round-trip only to Denali for \$8000, he would not be entitled to the full amount in the authorization.

The relevant costs here are those for round-trip travel to the residence and to the alternate destination, not the amount in the authorization. Those costs, not the dollar amount in the travel authorization, limit compensation. An employee is not entitled to the full sum in the travel authorization to spend for additional travel. Proof must also support the compensation.

Claimant raises various matters which do not affect the resolution of this dispute. Of note, his election of an alternate destination by itself does not diminish the amount he could receive. Also, the various modes of travel (including cruise ship, train, rental car, and airlines) do not affect the reimbursement. In this case, his reimbursement is calculated based upon travel from Lima to Bellingham utilizing a usually traveled route. The factors he raises do not alter the compensation. Claimant also maintains that the agency has compensated other employees for travel costs similar to those denied to him. Any such payments do not alter claimant's relief, which is limited by the regulations. Claimant has not demonstrated that he recovered less than the permissible authorized expenses.

Decision

The Board denies the claim.

R. ANTHONY McCANN
Board Judge